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Attorneys for Defendant,  
Tango Transport, Inc.

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

UPS SUPPLY CHAIN SOLUTIONS, INC.  
f/k/a EMERY AIR FREIGHT  
CORPORATION,

**Plaintiff,**

**vs.**

**TANGO TRANSPORT, INC., and  
DOES 1 through 10, inclusive,**

**Defendant(s).**

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CIVIL ACTION NO. C-07-4389 WHA

**JOINT STIPULATION/MOTION TO  
ADMINISTRATIVELY CLOSE CASE,  
OR, ALTERNATIVELY, CONTINUE  
CASE UNTIL JANUARY 31, 2009**

Plaintiff, UPS SUPPLY CHAIN SOLUTIONS, INC., f/k/a EMERY AIR FREIGHT CORPORATION (“UPS-SCS”), and, Defendant TANGO TRANSPORT, INC. (“TANGO”) hereby stipulate to the Court, or, alternatively, move the Court to Administratively Close this matter, or

alternatively, continue this matter until January 31, 2009 to facilitate a settlement agreement between the parties, and in support thereof respectfully state the following:

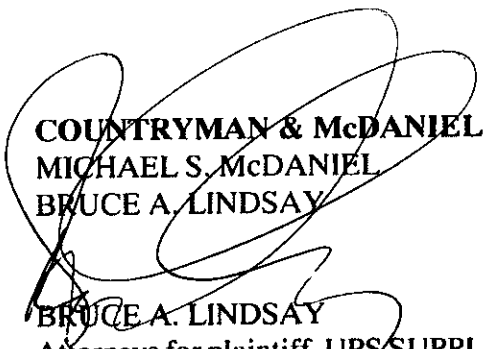
1. UPS-SCS and TANGO have reached a settlement agreement in this matter. However, the terms of the settlement agreement require additional time to complete the settlement in full and at that time, the payment obligations of TANGO under the settlement agreement must be satisfied, upon the occurrence of which this Litigation will then be dismissed with prejudice to the refiling thereof. To facilitate the foregoing, UPS-SCS and TANGO have agreed to file this motion/stipulation with the Court requesting the Court to administratively close the Litigation for a period of 9 months until January 31, 2009, or in the alternative the trial of August 25, 2008 shall be vacated and the pretrial conference of August 4, 2008 taken off-calendar, and the Litigation be continued for a period of 9 months until January 31, 2009. After the expiration of that period of time and Tango's fulfillment of its payment obligations, the Litigation will be dismissed with prejudice to the refiling thereof.

2. The terms of the settlement agreement allow either party to request the Court reopen this Litigation before January 31, 2009.

3. UPS-SCS and TANGO agree to submit to the Court an appropriate Stipulation of Dismissal With Prejudice pursuant to Rule 41(a)(1) on or before January 31, 2009, or alternatively, promptly notify the Court before that time upon the occurrence of an event which would allow TANGO to void the terms of the Settlement Agreement and Release entered into by the parties hereto or either of the parties to request reopening of this Litigation.

WHEREFORE, premises considered, Plaintiff, UPS-SCS and Defendant, TANGO, jointly request the Court to vacate the trial of August 25, 2008, take the pre-trial conference of August 4, 2008 off-calendar, and administratively close the Litigation for a period of 9 months until January 31, 2009, or in the alternative, request that the Litigation be continued for a period of 9 months until January 31, 2009. On or before January 31, 2009, the Litigation will be dismissed with prejudice to the refiling thereof which will be accomplished by the parties submitting to the Court an appropriate Stipulation of Dismissal With Prejudice pursuant to Rule 41(a)(1), provided no party has requested the court to reopen the Litigation prior thereto.

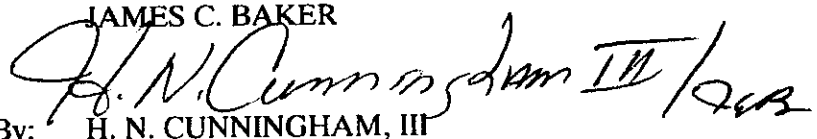
Dated: May 7, 2008

  
**COUNTRYMAN & McDANIEL**  
MICHAEL S. McDANIEL  
BRUCE A. LINDSAY

By: **BRUCE A. LINDSAY**  
Attorneys for plaintiff, UPS SUPPLY CHAIN  
SOLUTIONS, INC. f/k/a EMERY AIR  
FREIGHT CORPORATION

Dated: May 7<sup>th</sup>, 2008

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